

The State of Texas



HROW Lease
Revised 8/06

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110893)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Dale Property Services, LLC**, whose address is **3000 Alta Mesa Blvd., Suite 300, Ft. Worth, TX 76133** hereinafter called "Lessee".

1. Lessor, in consideration of **Thirty Nine Thousand Nine Hundred Ninety Five 20/100 (\$39,995.20)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

11.4272 acres of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **11.4272 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year, from May 4th, 2010** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 25.00 per acre**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. **FORCE MAJEURE:** If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. **LESSER ESTATE CLAUSE:** If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. **ASSIGNMENTS:** This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. **WELL INFORMATION:** Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. **SURFACE:** Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. **COMPENSATORY ROYALTY:** Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CLR

CC: [Signature]

Exhibit A

SYLVANIA AVENUE (between East 4th Street and Riverside Drive, in Fort Worth, Texas), &
McIVEY STREET

11.4272 acres of land, more or less, being the following sixty-three (63) tracts:

Tract 1:

0.015 acres of land, more or less, being a part of Lot 1, Block 1, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 13th day of January, 1958, by and between Charlie Hill and wife, Etta Fay Hill, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3174, Page 667, of the Official Public Records of Tarrant County, Texas.

Tract 2:

0.015 acres of land, more or less, being a part of Lot 2, Block 1, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 13th day of January, 1958, by and between George Wright and his wife, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3207, Page 222, of the Official Public Records of Tarrant County, Texas.

Tract 3:

0.013 acres of land, more or less, being a part of Lot 3, Block 1, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.013 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 20th day of April, 1958, by and between Essie Mays, a widow, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3205, Page 166, of the Official Public Records of Tarrant County, Texas.

Tract 4:

0.013 acres of land, more or less, being a part of Lot 4, Block 1, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.013 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 30th day of April, 1958, by and between Andrew Harold and wife, Mary Harold, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3205, Page 164, of the Official Public Records of Tarrant County, Texas.

Tract 5:

0.012 acres of land, more or less, being part of Lot 5, Block 1, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.012 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 11th day of March, 1958, by and between Oscar B. Bates et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3190, Page 421, of the Official Public Records of Tarrant County, Texas.

Tract 6:

0.012 acres of land, more or less, being part of Lot 6, Block 1, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.012 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 11th day of March, 1958, by and between Oscar B. Bates et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3190, Page 253, of the Official Public Records of Tarrant County, Texas.

Tract 7:

0.015 acres of land, more or less, being a part of Lot 1, Block 2, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 30th day of December, 1957, by and between Minnie Watson, a widow, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3173, Page 316, of the Official Public Records of Tarrant County, Texas.

Tract 8:

0.015 acres of land, more or less, being a part of Lot 2, Block 2, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 9th day of December, 1957, by and between Sylvester Brooks and wife, Faye Brooks, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3171, Page 190, of the Official Public Records of Tarrant County, Texas.

Tract 9:

0.011 acres of land, more or less, being a part of Lot 3, Block 2, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.011 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 20th day of January, 1958, by and between John Tarlton, Trustee, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3179, Page 437, of the Official Public Records of Tarrant County, Texas, and also in that certain Quit-Claim Deed, dated the 20th day of January, 1958, by and between J.O. Young and wife, Gladys Young, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3179, Page 438, of the Official Public Records of Tarrant County, Texas.

Tract 10:

0.015 acres of land, more or less, being part of the North 50 feet of Lot 4, Block 2, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 6th day of December, 1957, by and between Ruby V. Davis (f/k/a Ruby V. Scott), joined by her husband, James Davis, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3167, Page 360, of the Official Public Records of Tarrant County, Texas.

Tract 11:

0.007 acres of land, more or less, being a part of the South 30 feet of Lot 4, Block 2, out of the Bassett Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 1348, Page 406, of the Deed Records of Tarrant County, Texas, said 0.007 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 27th day of January, 1958, by and between C.C. Spates and wife, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3179, Page 160, of the Official Public Records of Tarrant County, Texas.

Tract 12:

0.124 acres of land, more or less, being Lots 1 & 2, Block 1, out of the J.W. Burton Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204-A, Page 178, of the Plat Records of Tarrant County, Texas, said 0.124 acres being described in that certain Warranty Deed, dated the 5th day of February, 1958, by and between Meyer Blinderman and Sam Blinderman, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3183, Page 541, of the Official Public Records of Tarrant County, Texas.

Tract 13:

0.088 acres of land, more or less, being Lot 1 and the East 10 feet of Lot 2, Block 2, out of the J.W. Burton Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204-A, Page 178, of the Plat Records of Tarrant County, Texas, said 0.088 acres being described in that certain Warranty Deed, dated the 16th day of May, 1958, by and between Homer Williams and Aubrey Booker and husband, Vena Booker, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3212, Page 188, of the Official Public Records of Tarrant County, Texas.

Tract 14:

0.125 acres of land, more or less, being Lots 35 & 36, Block 2, out of the J.W. Burton Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204-A, Page 178, of the Plat Records of Tarrant County, Texas, said 0.125 acres being described in that certain Warranty Deed, dated the 7th day of April, 1958, by and between Frank Smith and wife, Viola Smith, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3199, Page 387, of the Official Public Records of Tarrant County, Texas.

Tract 15:

0.250 acres of land, more or less, being Lots 1, 2, 3 & 4, Block 3, out of the J.W. Burton Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204-A, Page 178, of the Plat Records of Tarrant County, Texas, said 0.250 acres being described in that certain Warranty Deed, dated the 26th day of March, 1958, by and between Willie Berry and wife, Lorella Berry, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3195, Page 370, of the Official Public Records of Tarrant County, Texas.

SAVE & EXCEPT the following portion:

0.087 acres of land, more or less, being Lot 4 and the West 10 feet of Lot 3, Block 3, out of the J.W. Burton Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204-A, Page 178, of the Plat Records of Tarrant County, Texas, said 0.087 acres being more particularly described by metes and bounds in that certain Correction Deed, dated the 31st day of August, 1964, by and between the City of Fort Worth, a municipal corporation, as Grantor, and Annette B. Taylor, Trustee, as Grantee, recorded in Volume 3999, Page 648, of the Official Public Records of Tarrant County, Texas.

Leaving a net of 0.163 acres of land, more or less.

Tract 16:

0.027 acres of land, more or less, being a part of Lots 1, 2 & 3, Block 29, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.027 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 19th day of May, 1958, by and between Mary Louise Shutts et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3228, Page 553, of the Official Public Records of Tarrant County, Texas.

Tract 17:

0.028 acres of land, more or less, being part of Lot 4, Block 29, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.028 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 27th day of May, 1958, by and between Jack Franklin and wife, Gertrude Franklin, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3214, Page 170, of the Official Public Records of Tarrant County, Texas.

Tract 18:

0.027 acres of land, more or less, being part of Lot 1, Block 56, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.027 acres being more particularly described in that certain Warranty Deed, dated the 9th day of June, 1958, by and between David E. Woods and wife, Bernice Woods, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3217, Page 47, of the Official Public Records of Tarrant County, Texas.

Tract 19:

0.033 acres of land, more or less, being part of Lot 1, Block 84, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.033 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 30th day of June, 1958, by and between Terry Johnson and wife, Willie Johnson, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3221, Page 601, of the Official Public Records of Tarrant County, Texas.

Tract 20:

0.046 acres of land, more or less, being the West 40 feet of Lot 2, Block 84, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.046 acres being that portion and only that portion of said lot lying within Sylvania Avenue.

Tract 21:

0.039 acres of land, more or less, being part of Lot 3, Block 84, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.039 acres being that portion and only that portion lying within Sylvania Avenue.

Tract 22:

0.056 acres of land, more or less, being a part of Lots 5 & 6, Block 84, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.056 acres being more particularly described by metes and bounds in two tracts in that certain Warranty Deed, dated the 21st day of May, 1958, by and between Noah Moore and wife, Aritha Moore, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3209, Page 702, of the Official Public Records of Tarrant County, Texas.

Tract 23:

The following two (2) tracts:

- 1) 0.275 acres of land, more or less, being Lots 1 & 2, Block 85, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.275 acres being more particularly described in that certain Report of Sale, dated the 11th day of June 1958, by and between the Ida Fore Denman (f/k/a Ida Fore), Administratrix of the Estate of H.C. Fore, Deceased, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3217, Page 275, of the Official Public Records of Tarrant County, Texas.
- 2) 0.161 acres of land, more or less, being Lot 3, Block 85, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.161 acres being more particularly described in that certain Warranty Deed, dated the 10th day of February, 1958, by and between Jessie Ferguson, a feme sole, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3182, Page 16, of the Official Public Records of Tarrant County, Texas.

SAVE & EXCEPT the following portion:

0.270 acres of land, more or less, being part of Lots 1, 2 & 3, Block 85, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.270 acres being more particularly described by metes and bounds in that certain Correction Deed, dated the 31st day of August, 1964, by and between the City of Fort Worth, a municipal corporation, as Grantor, and Annette B. Taylor, Trustee, as Grantee, recorded in Volume 3999, Page 648, of the Official Public Records of Tarrant County, Texas.

Leaving a net of 0.166 acres of land, more or less.

Tract 24:

0.179 acres of land, more or less, being part of Block 85, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.194 acres being more particularly described by metes and bounds in that certain Deed, dated the 22nd day of September, 1958, by and between Frank Melton Jones, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3251, Page 598, of the Official Public Records of Tarrant County, Texas.

SAVE & EXCEPT the following portion:

0.104 acres of land, more or less, being part of Block 85, out of the Riverside Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 97, of the Deed Records of Tarrant County, Texas, said 0.104 acres being more particularly described by metes and bounds in that certain Deed, dated the 5th day of February, 1962, by and between the City of Fort Worth, a municipal corporation, as Grantor, and G.W. Key, as Grantee, recorded in Volume 3650, Page 390, of the Official Public Records of Tarrant County, Texas.

Leaving a net of 0.075 acres of land, more or less.

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Tract 25:

0.017 acres of land, more or less, being a part of two tracts, commonly known as Tracts 1 & 1A1, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.017 acres being more particularly described by metes and bounds in two tracts in that certain Warranty Deed, dated the 19th day of March, 1958, by and between G.W. Hill and wife, Nina B. Hill, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3199, Page 385, of the Official Public Records of Tarrant County, Texas.

Tract 26:

0.017 acres of land, more or less, being a part of a tract, commonly known as Tract 1A, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.017 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 19th day of March, 1958, by and between W.M. Gray and wife, Ruby Gray, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3203, Page 496, of the Official Public Records of Tarrant County, Texas.

Tract 27:

0.011 acres of land, more or less, being a part of a tract, commonly known as Tract 1B, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.011 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 22nd day of April, 1958, by and between Earma Linscom et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3202, Page 268, of the Official Public Records of Tarrant County, Texas.

Tract 28:

0.011 acres of land, more or less, being a part of a tract, commonly known as Tract 3A, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.011 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 11th day of July, 1958, by and between B.F. Weekley, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3226, Page 537, of the Official Public Records of Tarrant County, Texas.

Tract 29:

0.011 acres of land, more or less, being a part of a tract, commonly known as Tract 3, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.011 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 19th day of March, 1958, by and between James Burnett McKee and wife, Ellen McKee, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3196, Page 327, of the Official Public Records of Tarrant County, Texas.

Tract 30:

0.011 acres of land, more or less, being a part of a tract, commonly known as Tract 3C, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.011 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 3rd day of July, 1958, by and between Laurie E. Claybon and wife, Dennis L. Claybon, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3222, Page 479, of the Official Public Records of Tarrant County, Texas.

Tract 31:

0.011 acres of land, more or less, being a part of a tract, commonly known as Tract 3H, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.011 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 19th day of March, 1958, by and between Emma Johns, a widow, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3193, Page 23, of the Official Public Records of Tarrant County, Texas.

Tract 32:

0.004 acres of land, more or less, being a part of a tract, commonly known as Tract 3B, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.004 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 25th day of June, 1958, by and between Joe P. Hitri, Jr., as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3227, Page 539, of the Official Public Records of Tarrant County, Texas.

Tract 33:

0.022 acres of land, more or less, being a part of a tract, commonly known as Tract 3G, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.022 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 20th day of February, 1958, by and between C. Alexander and wife, Lizzie Alexander, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3187, Page 592, of the Official Public Records of Tarrant County, Texas.

Tract 34:

0.046 acres of land, more or less, being a part of a tract, commonly known as Tract 3D, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.046 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 26th day of February, 1958, by and between Alphonzo Medlock and wife, Geralene Medlock, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3186, Page 262, of the Official Public Records of Tarrant County, Texas.

Tract 35:

0.092 acres of land, more or less, being part of a tract, commonly known as Tracts 3F & 3F1, located in the Benjamin E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, said 0.092 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 25th day of March, 1958, by and between Hattie O. Wedgeworth et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3194, Page 279, of the Official Public Records of Tarrant County, Texas.

Tract 36:

0.073 acres of land, more or less, being part of Lot 1, Block 1, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.073 acres being more particularly described in that certain Warranty Deed, dated the 27th day of May, 1957, by and between Bennie S. Jackson and wife, Mora A. Jackson, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3116, Page 382, of the Official Public Records of Tarrant County, Texas.

Tract 37:

0.126 acres of land, more or less, being Lot 30, Block 1, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.126 acres being more particularly described in that certain Warranty Deed, dated the 12th day of November, 1952, by and between G. Calton and wife, Clemmie B. Calton, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2510, Page 547, of the Official Public Records of Tarrant County, Texas.

Tract 38:

0.126 acres of land, more or less, being Lot 1, Block 2, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.126 acres being more particularly described in that certain Warranty Deed, dated the 17th day of November, 1958, by and between Lettie Champion, a widow, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3266, Page 118, of the Official Public Records of Tarrant County, Texas.

SAVE & EXCEPT the following portion:

0.041 acres of land, more or less, being part of Lot 1, Block 2, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.041 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 26th day of September, 1966, by and between the City of Fort Worth, a municipal corporation, as Grantor, and Oscar M. Williams, Jr. and wife, Louise Williams, as Grantee, recorded in Volume 4294, Page 306, of the Official Public Records of Tarrant County, Texas.

Leaving a net of 0.085 acres, more or less.

Tract 39:

0.126 acres of land, more or less, being Lot 30, Block 2, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.126 acres being more particularly described in that certain Warranty Deed, dated the 23rd day of December, 1952, by and between Elmer T. Guyden and wife, Lucille Guyden, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2510, Page 574, of the Official Public Records of Tarrant County, Texas.

AVE & EXCEPT the following portion:

0.061 acres of land, more or less, being part of Lot 30, Block 2, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 50, of the Plat Records of Tarrant County, Texas, said 0.061 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 7th day of November, 1958, by and between the City of Fort Worth, a municipal corporation, as Grantor, and Lelia Guydon, a widow, as Grantee, recorded in Volume 3268, Page 552, of the Official Public Records of Tarrant County, Texas. Leaving a net of 0.065 acres, more or less.

Tract 40:

0.126 acres of land, more or less, being Lot 1, Block 3, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.126 acres being more particularly described in that certain Warranty Deed, dated the 10th day of November, 1958, by and between Claude Franklin Guyden, a single man, and Lelia Guyden, a single woman, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3268, Page 550, of the Official Public Records of Tarrant County, Texas.

Tract 41:

0.126 acres of land, more or less, being Lot 1, Block 5, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.126 acres being more particularly described in that certain Warranty Deed, dated the 22nd day of May, 1958, by and between Isaac Williams and wife, Addie Williams, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3211, Page 678, of the Official Public Records of Tarrant County, Texas.

Tract 42:

0.126 acres of land, more or less, being Lot 16, Block 6, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, page 58, of the Plat Records of Tarrant County, Texas, said 0.126 acres being more particularly described in that certain Warranty Deed, dated the 26th day of February, 1953, by and between Mrs. N.A. Clark, a widow et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2554, Page 573, of the Official Public Records of Tarrant County, Texas.

Tract 43:

0.016 acres of land, more or less, being part of Lot 15, Block 6, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.016 acres being more particularly described in that certain Action for Condemnation, dated the 3rd day of April, 1959, by and between the City of Fort Worth, a municipal corporation, as Petitioner, versus C.D. Clark, as Defendant, recorded in Cause No. 53732 in the Condemnation Records of Tarrant County, Texas.

The following two (2) tracts:

- (1) 0.1205 acres of land, more or less, being the South $\frac{1}{2}$ of Lots 1 & 2, Block 6, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.1205 acres being more particularly described in that certain Warranty Deed, dated the 23rd day of April, 1953, by and between Lafayette B. Williams and wife, Violetta Williams, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2583, Page 377, of the Official Public Records of Tarrant County, Texas.
- (2) 0.1205 acres of land, more or less, being the North $\frac{1}{2}$ of Lots 1 & 2, Block 6, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.1205 acres being more particularly described in that certain Warranty Deed, dated the 8th day of December, 1958, by and between Henry Carrell, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3289, Page 113, of the Official Public Records of Tarrant County, Texas.

SAVE & EXCEPT the following portion:

0.085 acres of land, more or less, being part of Lot 2, Block 6, out of the Martindale Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 58, of the Plat Records of Tarrant County, Texas, said 0.085 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 5th day of February, 1962, by and between the City of Fort Worth, a municipal corporation, as Grantor, and G.W. Key, as Grantee, recorded in Volume 3650, Page 390, of the Official Public Records of Tarrant County, Texas.

Leaving a net of 0.156 acres, more or less.

Tract 45:

0.1885 acres of land, more or less, being part of Lot 4 & the North $\frac{1}{2}$ of Lot 5, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.1885 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 26th day of August, 1958, by and between Alfred Milton Eastland et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3248, Page 8, of the Official Public Records of Tarrant County, Texas.

Tract 46:

0.066 acres of land, more or less, being part of the South $\frac{1}{2}$ of Lot 5, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.066 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 5th day of December, 1958, by and between Mrs. J.L. Stuckert, a widow et al, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 3274, Page 26, of the Official Public Records of Tarrant County, Texas.

Tract 47:

0.112 acres of land, more or less, being part of Lot 6, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.112 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 21st day of November, 1958, by and between Curtis Sessions, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3268, Page 170, of the Official Public Records of Tarrant County, Texas.

Tract 48:

0.096 acres of land, more or less, being part of Lot 7, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.096 acres being more particularly described by metes and bounds in that certain Action for Condemnation, dated the 19th day of December, 1958, by and between the City of Fort Worth, a municipal corporation, as Petitioner, versus Alexander Andrews et al, as Defendant, recorded in Cause No. 53429, of the Condemnation Records of Tarrant County, Texas.

Tract 49:

0.094 acres of land, more or less, being part of Lot 8, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.094 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 30th day of September, 1958, by and between D.W. Key, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3252, Page 464, of the Official Public Records of Tarrant County, Texas.

Tract 50:

0.093 acres of land, more or less, being part of Lot 9, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.093 acres being more particularly described by metes and bounds in that certain Correction Warranty Deed, dated the 12th day of February, 1959, by and between Tom Williams, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3343, Page 576, of the Official Public Records of Tarrant County, Texas.

Tract 51:

0.086 acres of land, more or less, being part of Lot 10, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.086 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 31st day of October, 1958, by and between W.P. Allen, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3280, Page 520, of the Official Public Records of Tarrant County, Texas.

Tract 52:

0.086 acres of land, more or less, being part of Lot 11 and the North 10 feet of Lot 12, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.086 acres being that portion and only that portion of said lots lying within Sylvania Avenue.

Tract 53:

0.142 acres of land, more or less, being part of Lots 12 & 13, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.142 acres being that portion and only that portion of said lots lying within Sylvania Avenue, and being that portion of Lots 12, 13, 14 & 15, out of the Sylvania Addition, 2nd Filing, which was not conveyed in that certain Warranty Deed, dated the 6th day of June, 1962, by and between the City of Fort Worth, a municipal corporation, as Grantor, and R.C. Prater, as Grantee, recorded in Volume 3698, Page 339, of the Official Public Records of Tarrant County, Texas.

Tract 54:

0.081 acres of land, more or less, being part of Lot 58, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.081 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 24th day of October, 1958, by and between Henry W. Hatten, a single man, and Martin L. Hatten, III, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 3271, Page 163, of the Official Public Records of Tarrant County, Texas.

Tract 55:

0.086 acres of land, more or less, being part of Lot 57, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.086 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 24th day of October, 1958, by and between J. Elwood Winters, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3270, Page 402, of the Official Public Records of Tarrant County, Texas.

Tract 56:

0.193 acres of land, more or less, being part of Lots 55 & 56, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.193 acres being more particularly described by metes and bounds in two (2) tracts (the first tract as to Lot 55 and the second tract as to Lot 56) in that certain Warranty Deed, dated the 2nd day of October, 1958, by and between B.B. Barkley et al, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3253, Page 43, of the Official Public Records of Tarrant County, Texas.

Tract 57:

0.420 acres of land, more or less, being part of Lots 53 & 54, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.420 acres being that portion and only that portion of said lots lying within Sylvania Avenue.

Tract 58:

The following three (3) tracts of land:

- (1) 0.385 acres of land, more or less, being part of Lot 52, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.385 acres being more particularly described by metes and bounds as "Tract 2" in that certain Warranty Deed, dated the 28th day of July, 1955, by and between Walter S. Pace and wife, Alice Pace, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2891, Page 497, of the Official Public Records of Tarrant County, Texas.
- (2) 0.518 acres of land, more or less, being part of Lots 50 & 67, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.518 acres being more particularly described by metes and bounds as "Tract 1" in that certain Warranty Deed, dated the 28th day of July, 1955, by and between Walter S. Pace and wife, Alice Pace, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2891, Page 497, of the Official Public Records of Tarrant County, Texas.
- (3) 0.0007 acres of land, more or less, being part of Lot 67, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.0007 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 3rd day of October, 1958, by and between Sunset Motor Lines, a Texas corporation, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3270, Page 395, of the Official Public Records of Tarrant County, Texas.

Said three (3) tracts are deemed to contain 0.9037 acres of land, more or less.

Tract 59:

0.542 acres of land, more or less, being part of Lot 51, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.542 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 16th day of September, 1955, by and between W.P. Allen, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2916, Page 13, of the Official Public Records of Tarrant County, Texas.

Tract 60:

The following two (2) tracts of land:

- (1) 0.395 acres of land, more or less, being part of Lot 49, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.395 acres being more particularly described by metes and bounds as the "Second Tract" in that certain Warranty Deed, dated the 3rd day of October, 1958, by and between A.D. Ivey and H.E. McGar, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3253, Page 567, of the Official Public Records of Tarrant County, Texas.
- (2) 0.251 acres of land, more or less, being part of Lot 68, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 0.251 acres being more particularly described by metes and bounds as the "First Tract" in that certain Warranty Deed, dated the 3rd day of October, 1958, by and between A.D. Ivey and H.E. McGar, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3253, Page 567, of the Official Public Records of Tarrant County, Texas.

Said two (2) tracts are deemed to contain 0.646 acres of land, more or less.

Tract 61:

1.205 acres of land, more or less, being part of Lots 48, 69 & 70, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, of the Plat Records of Tarrant County, Texas, said 1.205 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 11th day of July, 1955, by and between A.D. Ivey and wife, Edythe Mae Ivey, and H.E. McGar and wife, Mary McGar, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2883, Page 277, of the Official Public Records of Tarrant County, Texas.

Tract 62:

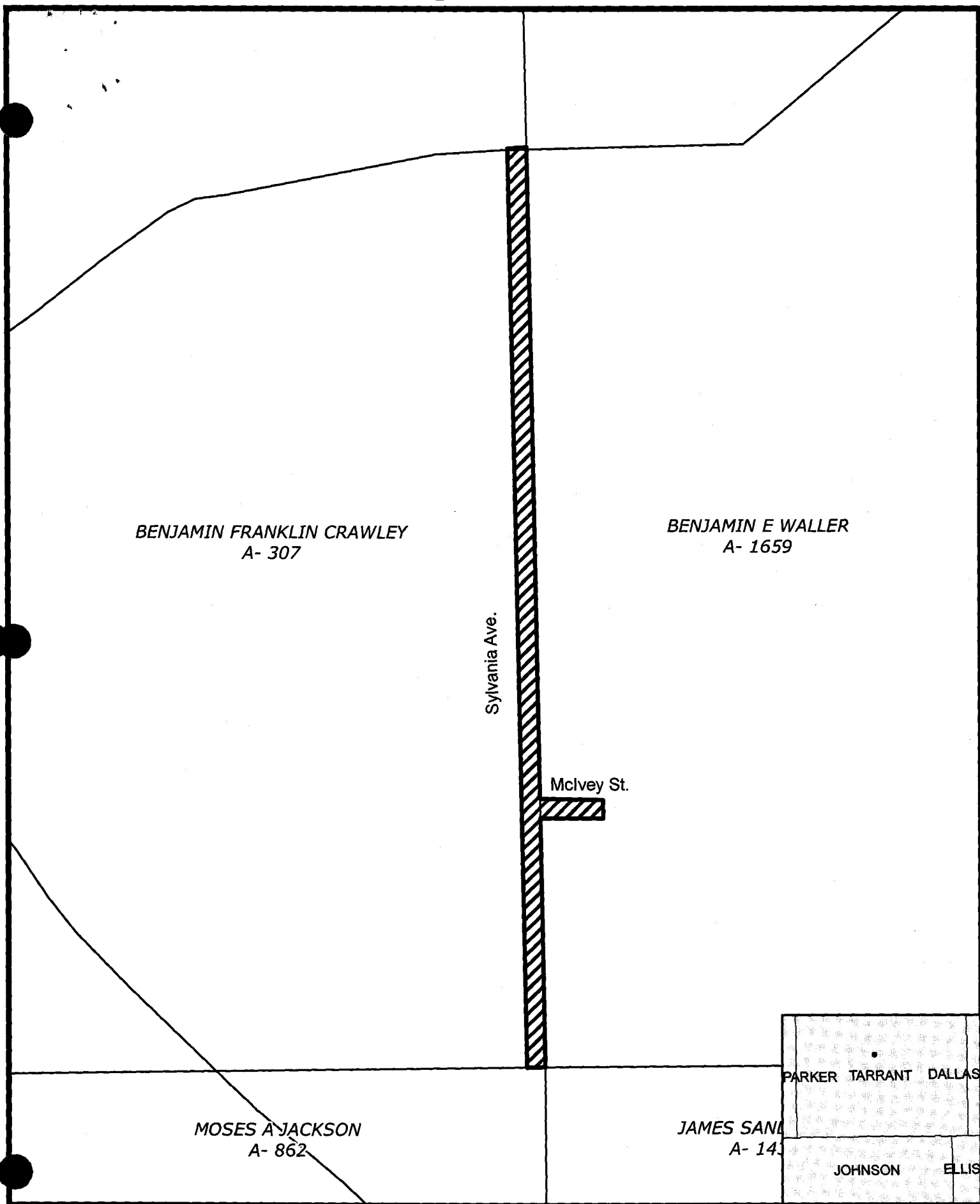
3.657 acres of land, more or less, being all of a 4.18 acre tract of land in Block "H", Adams Heirs Subdivision of a part of the B.E. Waller Survey, Abstract No. 1659, Tarrant County, Texas, less and except a triangle in the southwest corner which is 87 feet north and south on the west end, and 530 feet east and west, said 3.657 acres being more particularly described by metes and bounds in that certain Warranty Deed, dated the 15th day of January, 1953, by and between the Dallas-Fort Worth Concert Bureau, Inc., a Texas corporation, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 2530, Page 474, of the Official Public Records of Tarrant County, Texas.

SAVE & EXCEPT the following portion:

0.111 acres of land, more or less, being the portion of that certain 3.657 acres conveyed in that certain Warranty Deed, recorded in Volume 2530, Page 475, which was vacated by City Ordinance No. 9839, as referenced in that certain Plat, dated the 11th day of February, 1987, recorded in Volume 388-207, Page 57, of the Plat Records of Tarrant County, Texas. Leaving a net of 3.546 acres, more or less.

Tract 63:

0.529 acres of land, more or less, being part of Lots 48 & 69, out of the Sylvania Addition, 2nd Filing, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 204, Page 19, said 0.529 acres being more particularly described by metes and bounds in that certain Special Warranty Deed, dated the 15th day of June, 1960, by and between A.D. Ivey et al, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 3458, Page 491, of the Official Public Records of Tarrant County, Texas.



Map showing a
Buffer of Sylvania Ave (10.8982 acres)
and McIvey St. (.529 acres)
11.4272 total acres
Tarrant County

0 212.5 425 850 Feet



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Compiled By: Zeke Guillen
May 4, 2010

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES
ATTN; ANN VANDENBERG
2100 ROSS AVE STE 1870 LB-9
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/2/2010 4:15 PM

Instrument #: D210131128

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PGS

\$80.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210131128

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD